

{To be used in HUD-Insured MULTIFAMILY AND HEALTH CARE Transactions}

EXHIBIT A TO OPINION OF BORROWER'S COUNSEL

CERTIFICATION OF BORROWER

This Certification of Borrower is made the _____ day of _____, 20__, by _____, (the "Borrower") for reliance upon by _____ (the "Borrower's Counsel") in connection with the issuance of an opinion letter dated of even date herewith (the "Opinion Letter") by ("Borrower's Counsel") as a condition for the provision of mortgage insurance by the Department of Housing and Urban Development ("HUD") of the \$_____ loan (the "Loan") from _____ (the "Lender") to Borrower. In connection with the Opinion Letter, the Borrower hereby certifies to Borrower's Counsel for its reliance, the truth, accuracy and completeness of the following matters:

1. The Organizational Documents are the only documents creating the Borrower or authorizing the Loan, and the Organizational Documents have not been amended or modified except as represented to Counsel and as represented in the Opinion Letter.
2. The terms and conditions of the Loan as reflected in the Loan Documents have not been amended, modified or supplemented, directly or indirectly, by any other agreement or understanding of the parties or waiver of any of the material provisions of the Loan Documents.
3. All tangible personal property of the Borrower in which a security interest is granted under the Loan Documents [other than off-site construction materials and/or accounts or goods of a type normally used in more than one jurisdiction and/or additional collateral personalty] is located at the Property (as defined in the Opinion Letter) and the Borrower's [Chief Executive Office] [only place of business] [residence] is located in _____, except for the following personalty: **[INCLUDE ANY BANK ACCOUNTS, INCOME, RECEIVABLES, ETC.]** _____.
4. The execution and delivery of the Loan Documents will not (i) cause the Borrower to be in violation of, or constitute a material default under the provisions of any agreement to which the Borrower is a party or by which

the Borrower is bound, (ii) conflict with, or result in the breach of, any court judgment, decree or order of any governmental body to which the Borrower is subject, or (iii) result in the creation or imposition of any lien, charge, or encumbrance of any nature whatsoever upon any of the property or assets of the Borrower, except as specifically contemplated by the Loan Documents.

5. There is no litigation or other claim pending before any court or administrative or other governmental body or threatened against the Borrower or any Principals of the Borrower (as Principal is defined in the HUD regulations in 24 CFR Part 24), the Property, or any other properties of the Borrower [except as identified on Exhibit [___], List of Litigation, in the Opinion Letter.]
6. There is no default under the Public Entity Agreement (PEA) (as defined in the Opinion Letter) nor have events occurred which with the passage of time will result in a default under the PEA and/or the Regulatory Agreement between Borrower and HUD.
7. The source(s) of any funds advanced by Borrower for purposes of meeting any equity requirement of HUD or contributing to the feasibility of the Project or for any other Project purpose (Up-front Funds) is (are):
8. There are no transactions outside the terms of the HUD form documents between Borrower and any party involved in the construction or management of the Project, the Lender, any party providing funds to the Lender or any other party to the Loan (Side-Deals) except as here identified (Borrower understands that, in MAP transactions, no identity of interest (as defined by HUD in outstanding MAP directives) between Borrower and Lender is permitted):

NOTE: All capitalized terms not defined herein shall have the meanings set forth in the Opinion Letter.

IN WITNESS WHEREOF, the Borrower has executed this Certification of Borrower effective as of the date set forth above.

BORROWER:

/s/ _____

/s/ _____

Each signatory below hereby certifies that the statements and representations contained in this instrument and all supporting documentation thereto are true, accurate, and complete. This instrument has been made, presented, and delivered for the purpose of influencing an official action of HUD (acting by and through the FHA Commissioner) in insuring a multifamily rental or health care facility mortgage loan, and may be relied upon by HUD and the Commissioner as a true statement of the facts contained therein.

Name of Entity: _____

By: _____ /s/ _____

Printed Name, Title: _____

Dated: _____

By: _____ /s/ _____

Printed Name, Title: _____

Dated: _____

[ADD ADDITIONAL LINES IF MORE THAN TWO SIGNATORIES]

Warning

Any person who knowingly presents a false, fictitious, or fraudulent statement or claim in a matter within the jurisdiction of the U.S. Department of Housing and Urban Development is subject to criminal penalties, civil liability, and administrative sanctions, including but not limited to: (i) fines and imprisonment under 18 U.S.C. §§ 287, 1001, 1010 and 1012; (ii) civil penalties and damages under 31 U.S.C. § 3729; and (iii) administrative sanctions, claims, and penalties under 24 C.F.R parts 24, 28 and 30.